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BY \_\_\_\_\_

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NOMADIX, INC.

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

**CV09-8441 CAS(JEMx)**

NOMADIX, INC.,  
a Delaware corporation,

Plaintiff,

v.

HEWLETT-PACKARD COMPANY,  
a Delaware corporation,

WAYPORT, INC.,  
a Delaware corporation,

IBAHN CORPORATION,  
a Delaware corporation,

GUEST-TEK INTERACTIVE  
ENTERTAINMENT LTD.,  
a Canadian corporation,

GUEST-TEK INTERACTIVE  
ENTERTAINMENT INC.,  
a California corporation,

Civil Action No.

**COMPLAINT FOR PATENT  
INFRINGEMENT OF U.S.  
PATENT NOS. 6,130,892,  
7,088,727, 7,554,995, 6,636,894,  
7,194,554, 6,868,399 AND  
6,789,110**

**DEMAND FOR JURY TRIAL**

1 LODGENET INTERACTIVE )  
CORPORATION, )  
2 a Delaware corporation, )  
3 LODGENET STAYONLINE, INC., )  
a Delaware corporation, )  
4 ON COMMAND CORPORATION, )  
5 a Delaware corporation, )  
6 ARUBA NETWORKS, INC., )  
a Delaware corporation, )  
7 SUPERCLICK, INC., )  
8 a Washington corporation, )  
9 SUPERCLICK NETWORKS, INC., )  
a Canadian corporation, )  
10 Defendants. )  
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1 Plaintiff Nomadix, Inc. (“Nomadix”) hereby complains of Defendants  
2 • Hewlett-Packard Company (“HP”),  
3 • Wayport, Inc. (“Wayport”),  
4 • iBAHN Corporation (“iBAHN”),  
5 • Guest-Tek Interactive Entertainment Ltd., Guest-Tek Interactive  
6 Entertainment Inc. (collectively, “Guest-Tek”),  
7 • LodgeNet Interactive Corporation, LodgeNet StayOnline, Inc., On  
8 Command Corporation (collectively, “LodgeNet”),  
9 • Aruba Networks, Inc. (“Aruba”),  
10 • Superclick, Inc. and Superclick Networks, Inc. (collectively,  
11 “Superclick”),  
12 and alleges as follows:

### 13 **JURISDICTION AND VENUE**

14 1. This Complaint states causes of action for patent infringement  
15 arising under the patent laws of the United States, 35 U.S.C. § 100 *et seq.*, and,  
16 more particularly, 35 U.S.C. §§ 271 and 281. This Court has subject matter  
17 jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

18 2. Upon information and belief, HP, Wayport, iBAHN, Guest-Tek,  
19 LodgeNet, Aruba and Superclick each conduct business throughout the United  
20 States, including in this judicial district, and have each committed the acts  
21 complained of in this judicial district and elsewhere.

22 3. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)  
23 and (c) and 1400(b).

### 24 **PARTIES**

25 4. Nomadix is a Delaware corporation having its principal place of  
26 business at 1100 Business Center Circle, Suite 100, Newbury Park, California  
27 91320.

28 5. Upon information and belief, HP is a Delaware corporation having

1 its principal place of business at 3000 Hanover Street, Palo Alto, California  
2 94304.

3 6. Upon information and belief, Wayport is a Delaware corporation  
4 having its principal place of business at 4509 Freidrich Lane, Building III, Suite  
5 300, Austin, Texas 78744.

6 7. Upon information and belief, iBAHN is a Delaware corporation  
7 having its principal place of business at 10757 S. River Front Parkway, Suite  
8 300, Salt Lake City, Utah 84095.

9 8. Upon information and belief, Guest-Tek Interactive Entertainment  
10 Ltd. is an Alberta, Canada corporation having its principal place of business at  
11 Suite 240, 3030 - 3rd Avenue N.E., Calgary, Alberta T2A 6T7.

12 9. Upon information and belief, Guest-Tek Interactive Entertainment  
13 Inc. is a California corporation having its principal place of business at 3  
14 Goodyear, Suite B, Irvine, California 92618. Upon information and belief,  
15 Guest-Tek Interactive Entertainment Inc. is a wholly owned subsidiary of  
16 Guest-Tek Interactive Entertainment Ltd.

17 10. Upon information and belief, LodgeNet Interactive Corporation is a  
18 Delaware corporation having its principal place of business at 3900 West  
19 Innovation Street, Sioux Falls, South Dakota 57107.

20 11. Upon information and belief, LodgeNet StayOnline, Inc. is a  
21 Delaware corporation having its principal place of business at 3900 West  
22 Innovation Street, Sioux Falls, South Dakota 57107. Upon information and  
23 belief, LodgeNet StayOnline, Inc. is a wholly owned subsidiary of LodgeNet  
24 Interactive Corporation.

25 12. Upon information and belief, On Command Corporation is a  
26 Delaware corporation having its principal place of business at 3900 West  
27 Innovation Street, Sioux Falls, South Dakota 57107. Upon information and  
28 belief, On Command Corporation is a subsidiary of LodgeNet Interactive

1 Corporation.

2 13. Upon information and belief, Aruba is a Delaware corporation  
3 having its principal place of business at 1344 Crossman Avenue, Sunnyvale,  
4 California 94089.

5 14. Upon information and belief, Superclick, Inc. is a Washington  
6 corporation having a principal place of business at 10222 St-Michel Boulevard,  
7 Suite 300, Montreal, Quebec, H1H 5H1.

8 15. Upon information and belief, Superclick Networks, Inc. is a  
9 Quebec, Canada corporation having its principal place of business at 10222 St-  
10 Michel Boulevard, Suite 300, Montreal, Quebec, H1H 5H1. Upon information  
11 and belief, Superclick Networks, Inc. is a wholly owned subsidiary of  
12 Superclick, Inc.

13 **ALLEGATIONS FOR ALL CLAIMS OF RELIEF**

14 16. On October 10, 2000, the United States Patent and Trademark  
15 Office duly and lawfully issued U.S. Patent No. 6,130,892 (“the ’892 patent”),  
16 titled “Nomadic Translator or Router.” Nomadix owns the ’892 patent by  
17 assignment. A copy of the ’892 patent is attached hereto as Exhibit 1.  
18 Reexamination of the ’892 patent was requested on or around February 15,  
19 2005. As part of the reexamination proceedings, the United States Patent and  
20 Trademark Office has issued a Notice of Intent to Issue *Ex Parte* Reexamination  
21 Certificate in which it indicated its intent to confirm the patentability, without  
22 amendment, of Claims 1–8 of the ’892 patent. A copy of the Notice of Intent to  
23 Issue *Ex Parte* Reexamination Certificate is attached hereto as Exhibit 2.

24 17. On August 8, 2006, the United States Patent and Trademark Office  
25 duly and lawfully issued U.S. Patent No. 7,088,727 (“the ’727 patent”), titled  
26 “System and Method for Establishing Network Connection with Unknown  
27 Network and/or User Device.” Nomadix owns the ’727 patent by assignment. A  
28 copy of the ’727 patent is attached hereto as Exhibit 3.

1           18. On June 30, 2009, the United States Patent and Trademark Office  
2 duly and lawfully issued U.S. Patent No. 7,554,995 (“the ’995 patent”), titled  
3 “System and Method for Establishing Network Connection with Unknown  
4 Network and/or User Device.” Nomadix owns the ’995 patent by assignment. A  
5 copy of the ’995 patent is attached hereto as Exhibit 4.

6           19. On October 21, 2003, the United States Patent and Trademark  
7 Office duly and lawfully issued U.S. Patent No. 6,636,894 (“the ’894 patent”),  
8 titled “Systems and Methods for Redirecting Users Having Transparent  
9 Computer Access to a Network Using a Gateway Device Having Redirection  
10 Capability.” Nomadix owns the ’894 patent by assignment. A copy of the ’894  
11 patent is attached hereto as Exhibit 5. Reexamination of the ’894 patent was  
12 requested on or around September 24, 2004, and the ensuing reexamination  
13 resulted in confirmation of the patentability, without amendment, of Claims 1–  
14 11 of the ’894 patent. A copy of the *Ex Parte* Reexamination Certificate for the  
15 ’894 patent is attached hereto as Exhibit 6.

16           20. On March 20, 2007, the United States Patent and Trademark Office  
17 duly and lawfully issued U.S. Patent No. 7,194,554 (“the ’554 patent”), titled  
18 “Systems and Methods for Providing Dynamic Network Authorization  
19 Authentication and Accounting.” Nomadix owns the ’554 patent by  
20 assignment. A copy of the ’554 patent is attached hereto as Exhibit 7.

21           21. On March 15, 2005, the United States Patent and Trademark Office  
22 duly and lawfully issued U.S. Patent No. 6,868,399 (“the ’399 patent”), titled  
23 “Systems and Methods for Integrating a Network Gateway Device with  
24 Management Systems.” Nomadix owns the ’399 patent by assignment. A copy  
25 of the ’399 patent is attached hereto as Exhibit 8.

26           22. On September 7, 2004, the United States Patent and Trademark  
27 Office duly and lawfully issued U.S. Patent No. 6,789,110 (“the ’110 patent”),  
28 titled “Information and Control Console for Use with a Network Gateway

1 Interface.” Nomadix owns the ’110 patent by assignment. A copy of the ’110  
2 patent is attached hereto as Exhibit 9.

3 23. Nomadix has marked the gateway devices it has manufactured and  
4 sold under the ’892, ’727, ’894, ’554, ’399 and ’110 patents with the numbers of  
5 those patents in accordance with 35 U.S.C. § 287(a).

6 **I. CLAIMS AGAINST HP**

7 **CLAIM 1: CLAIM FOR INFRINGEMENT OF**

8 **U.S. PATENT NO. 6,130,892 BY HP**

9 24. Nomadix repeats, realleges and incorporates by reference the  
10 allegations set forth in paragraphs 1–23 of this Complaint.

11 25. This is a claim for patent infringement arising under the patent laws  
12 of the United States, Title 35 of the United States Code.

13 26. Without authority, HP, through its agents, employees and servants,  
14 has manufactured, used, promoted, offered for sale, and/or sold within the United  
15 States, and/or imported into the United States products covered by one or more  
16 claims of the ’892 patent, has actively induced others to do the same and/or has  
17 contributed to others’ performance of the same. HP has thereby infringed,  
18 actively induced others to infringe and/or contributed to others’ infringement of  
19 one or more claims of the ’892 patent in violation of 35 U.S.C. § 271, including 35  
20 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently ongoing. The  
21 products relating to HP’s infringement include network gateway devices in HP’s  
22 Colubris and ProCurve product lines and/or other network gateway devices that  
23 connect computers and mobile devices to networks.

24 27. Without authority, Colubris Networks Inc., through its agents,  
25 employees and servants, manufactured, used, promoted, offered for sale, and/or  
26 sold within the United States, and/or imported into the United States products  
27 covered by one or more claims of the ’892 patent, actively induced others to do  
28 the same and/or contributed to others’ performance of the same. Colubris

1 Networks Inc. thereby infringed, actively induced others to infringe and/or  
2 contributed to others' infringement of one or more claims of the '892 patent in  
3 violation of 35 U.S.C. § 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). The  
4 products relating to Colubris Networks Inc.'s infringement include the Colubris  
5 MSC products and/or other network gateway devices that connect computers and  
6 mobile devices to networks.

7 28. By no later than September 9, 2008, Nomadix had given Colubris  
8 Networks Inc. written notice of its infringement of the '892 patent.

9 29. HP acquired Colubris Networks Inc. on or around October 1, 2008.  
10 Upon information and belief, Colubris Networks Inc. merged into HP upon or  
11 shortly after being acquired by HP. Upon information and belief, since the  
12 merger, HP has maintained and used and continues to maintain and use assets,  
13 facilities and/or personnel belonging to or employed by Colubris Networks Inc.  
14 before the merger. HP is liable for Colubris Networks Inc.'s infringement of the  
15 '892 patent due to, *inter alia*, successor liability. Upon information and belief,  
16 after its acquisition of and merger with Colubris Networks Inc., HP supported and  
17 continues to support the products related to Colubris Networks Inc.'s infringement  
18 of the '892 patent, thereby actively inducing others to infringe and/or contributing  
19 to others' infringement of the '892 patent.

20 30. Upon information and belief, HP's infringement of at least the '892  
21 patent has been and continues to be deliberate and willful.

22 31. Upon information and belief, HP's infringement of the '892 patent  
23 will continue unless enjoined by this Court.

24 32. Upon information and belief, HP has derived, received, and will  
25 continue to derive and receive gains, profits and advantages from the aforesaid  
26 acts of infringement of the '892 patent in an amount that is not presently known to  
27 Nomadix. Upon information and belief, Colubris Networks Inc. derived and  
28 received gains, profits and advantages from the aforesaid acts of infringement of



1 the '892 patent in an amount that is not presently known to Nomadix. Due to the  
2 infringement of the '892 patent by HP and Colubris Networks Inc., Nomadix has  
3 been damaged and is entitled to monetary relief in an amount to be determined at  
4 trial.

5 33. Unless HP is enjoined from infringing the '892 patent, Nomadix will  
6 continue to suffer irreparable injury for which it has no adequate remedy at law.

7 **CLAIM 2: CLAIM FOR INFRINGEMENT OF**  
8 **U.S. PATENT NO. 7,088,727 BY HP**

9 34. Nomadix repeats, realleges and incorporates by reference the  
10 allegations set forth in paragraphs 1–23 of this Complaint.

11 35. This is a claim for patent infringement arising under the patent laws  
12 of the United States, Title 35 of the United States Code.

13 36. Without authority, HP, through its agents, employees and servants,  
14 has manufactured, used, promoted, offered for sale, and/or sold within the United  
15 States, and/or imported into the United States products covered by one or more  
16 claims of the '727 patent, has actively induced others to do the same and/or has  
17 contributed to others' performance of the same. HP has thereby infringed,  
18 actively induced others to infringe and/or contributed to others' infringement of  
19 one or more claims of the '727 patent in violation of 35 U.S.C. § 271, including 35  
20 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently ongoing. The  
21 products relating to HP's infringement include network gateway devices in HP's  
22 Colubris and ProCurve product lines and/or other network gateway devices that  
23 connect computers and mobile devices to networks.

24 37. Without authority, Colubris Networks Inc., through its agents,  
25 employees and servants, manufactured, used, promoted, offered for sale, and/or  
26 sold within the United States, and/or imported into the United States products  
27 covered by one or more claims of the '727 patent, actively induced others to do  
28 the same and/or contributed to others' performance of the same. Colubris

1 Networks Inc. thereby infringed, actively induced others to infringe and/or  
2 contributed to others' infringement of one or more claims of the '727 patent in  
3 violation of 35 U.S.C. § 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). The  
4 products relating to Colubris Networks Inc.'s infringement include the Colubris  
5 MSC products and/or other network gateway devices that connect computers and  
6 mobile devices to networks.

7 38. By no later than September 9, 2008, Nomadix had given Colubris  
8 Networks Inc. written notice of its infringement of the '727 patent.

9 39. HP acquired Colubris Networks Inc. on or around October 1, 2008.  
10 Upon information and belief, Colubris Networks Inc. merged into HP upon or  
11 shortly after being acquired by HP. Upon information and belief, since the  
12 merger, HP has maintained and used and continues to maintain and use assets,  
13 facilities and/or personnel belonging to or employed by Colubris Networks Inc.  
14 before the merger. HP is liable for Colubris Networks Inc.'s infringement of the  
15 '727 patent due to, *inter alia*, successor liability. Upon information and belief,  
16 after its acquisition of and merger with Colubris Networks Inc., HP supported and  
17 continues to support the products related to Colubris Networks Inc.'s infringement  
18 of the '727 patent, thereby actively inducing others to infringe and/or contributing  
19 to others' infringement of the '727 patent.

20 40. Upon information and belief, HP's infringement of at least the '727  
21 patent has been and continues to be deliberate and willful.

22 41. Upon information and belief, HP's infringement of the '727 patent  
23 will continue unless enjoined by this Court.

24 42. Upon information and belief, HP has derived, received, and will  
25 continue to derive and receive gains, profits and advantages from the aforesaid  
26 acts of infringement of the '727 patent in an amount that is not presently known to  
27 Nomadix. Upon information and belief, Colubris Networks Inc. derived and  
28 received gains, profits and advantages from the aforesaid acts of infringement of

1 the '727 patent in an amount that is not presently known to Nomadix. Due to the  
2 infringement of the '727 patent by HP and Colubris Networks Inc., Nomadix has  
3 been damaged and is entitled to monetary relief in an amount to be determined at  
4 trial.

5 43. Unless HP is enjoined from infringing the '727 patent, Nomadix will  
6 continue to suffer irreparable injury for which it has no adequate remedy at law.

7 **CLAIM 3: CLAIM FOR INFRINGEMENT OF**  
8 **U.S. PATENT NO. 7,554,995 BY HP**

9 44. Nomadix repeats, realleges and incorporates by reference the  
10 allegations set forth in paragraphs 1–23 of this Complaint.

11 45. This is a claim for patent infringement arising under the patent laws  
12 of the United States, Title 35 of the United States Code.

13 46. Without authority, HP, through its agents, employees and servants,  
14 has manufactured, used, promoted, offered for sale, and/or sold within the United  
15 States, and/or imported into the United States products covered by one or more  
16 claims of the '995 patent, has actively induced others to do the same and/or has  
17 contributed to others' performance of the same. HP has thereby infringed,  
18 actively induced others to infringe and/or contributed to others' infringement of  
19 one or more claims of the '995 patent in violation of 35 U.S.C. § 271, including 35  
20 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently ongoing. The  
21 products relating to HP's infringement include network gateway devices in HP's  
22 Colubris and ProCurve product lines and/or other network gateway devices that  
23 connect computers and mobile devices to networks.

24 47. Without authority, Colubris Networks Inc., through its agents,  
25 employees and servants, manufactured, used, promoted, offered for sale, and/or  
26 sold within the United States, and/or imported into the United States products  
27 covered by one or more claims of the '995 patent, actively induced others to do  
28 the same and/or contributed to others' performance of the same. Colubris

1 Networks Inc. thereby infringed, actively induced others to infringe and/or  
2 contributed to others' infringement of one or more claims of the '995 patent in  
3 violation of 35 U.S.C. § 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). The  
4 products relating to Colubris Networks Inc.'s infringement include the Colubris  
5 MSC products and/or other network gateway devices that connect computers and  
6 mobile devices to networks.

7 48. By no later than September 9, 2008, Nomadix had given Colubris  
8 Networks Inc. written notice of its infringement of the published patent  
9 application (Patent Application Publication No. 2005/0188092 A1) containing the  
10 allowed claims of the '995 patent.

11 49. HP acquired Colubris Networks Inc. on or around October 1, 2008.  
12 Upon information and belief, Colubris Networks Inc. merged into HP upon or  
13 shortly after being acquired by HP. Upon information and belief, since the  
14 merger, HP has maintained and used and continues to maintain and use assets,  
15 facilities and/or personnel belonging to or employed by Colubris Networks Inc.  
16 before the merger. HP is liable for Colubris Networks Inc.'s infringement of the  
17 '995 patent due to, *inter alia*, successor liability. Upon information and belief,  
18 after its acquisition of and merger with Colubris Networks Inc., HP supported and  
19 continues to support the products related to Colubris Networks Inc.'s infringement  
20 of the '995 patent, thereby actively inducing others to infringe and/or contributing  
21 to others' infringement of the '995 patent.

22 50. Upon information and belief, HP's infringement of at least the '995  
23 patent has been and continues to be deliberate and willful.

24 51. Upon information and belief, HP's infringement of the '995 patent  
25 will continue unless enjoined by this Court.

26 52. Upon information and belief, HP has derived, received, and will  
27 continue to derive and receive gains, profits and advantages from the aforesaid  
28 acts of infringement of the '995 patent in an amount that is not presently known to

1 Nomadix. Upon information and belief, Colubris Networks Inc. derived and  
2 received gains, profits and advantages from the aforesaid acts of infringement of  
3 the '995 patent in an amount that is not presently known to Nomadix. Due to the  
4 infringement of the '995 patent by HP and Colubris Networks Inc., Nomadix has  
5 been damaged and is entitled to monetary relief in an amount to be determined at  
6 trial.

7 53. Unless HP is enjoined from infringing the '995 patent, Nomadix will  
8 continue to suffer irreparable injury for which it has no adequate remedy at law.

9 **CLAIM 4: CLAIM FOR INFRINGEMENT OF**

10 **U.S. PATENT NO. 6,636,894 BY HP**

11 54. Nomadix repeats, realleges and incorporates by reference the  
12 allegations set forth in paragraphs 1–23 of this Complaint.

13 55. This is a claim for patent infringement arising under the patent laws  
14 of the United States, Title 35 of the United States Code.

15 56. Without authority, HP, through its agents, employees and servants,  
16 has manufactured, used, promoted, offered for sale, and/or sold within the United  
17 States, and/or imported into the United States products covered by one or more  
18 claims of the '894 patent, has actively induced others to do the same and/or has  
19 contributed to others' performance of the same. HP has thereby infringed,  
20 actively induced others to infringe and/or contributed to others' infringement of  
21 one or more claims of the '894 patent in violation of 35 U.S.C. § 271, including 35  
22 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently ongoing. The  
23 products relating to HP's infringement include network gateway devices in HP's  
24 Colubris and ProCurve product lines and/or other network gateway devices that  
25 connect computers and mobile devices to networks, and that facilitate related  
26 functions including, *inter alia*, redirection.

27 57. Without authority, Colubris Networks Inc., through its agents,  
28 employees and servants, manufactured, used, promoted, offered for sale, and/or

1 sold within the United States, and/or imported into the United States products  
2 covered by one or more claims of the '894 patent, actively induced others to do  
3 the same and/or contributed to others' performance of the same. Colubris  
4 Networks Inc. thereby infringed, actively induced others to infringe and/or  
5 contributed to others' infringement of one or more claims of the '894 patent in  
6 violation of 35 U.S.C. § 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). The  
7 products relating to Colubris Networks Inc.'s infringement include the Colubris  
8 MSC products and/or other network gateway devices that connect computers and  
9 mobile devices to networks, and that facilitate related functions including, *inter*  
10 *alia*, redirection.

11 58. By no later than September 9, 2008, Nomadix had given Colubris  
12 Networks Inc. written notice of its infringement of the '894 patent.

13 59. HP acquired Colubris Networks Inc. on or around October 1, 2008.  
14 Upon information and belief, Colubris Networks Inc. merged into HP upon or  
15 shortly after being acquired by HP. Upon information and belief, since the  
16 merger, HP has maintained and used and continues to maintain and use assets,  
17 facilities and/or personnel belonging to or employed by Colubris Networks Inc.  
18 before the merger. HP is liable for Colubris Networks Inc.'s infringement of the  
19 '894 patent due to, *inter alia*, successor liability. Upon information and belief,  
20 after its acquisition of and merger with Colubris Networks Inc., HP supported and  
21 continues to support the products related to Colubris Networks Inc.'s infringement  
22 of the '894 patent, thereby actively inducing others to infringe and/or contributing  
23 to others' infringement of the '894 patent.

24 60. Upon information and belief, HP's infringement of at least the '894  
25 patent has been and continues to be deliberate and willful.

26 61. Upon information and belief, HP's infringement of the '894 patent  
27 will continue unless enjoined by this Court.

28 62. Upon information and belief, HP has derived, received, and will

1 continue to derive and receive gains, profits and advantages from the aforesaid  
2 acts of infringement of the '894 patent in an amount that is not presently known to  
3 Nomadix. Upon information and belief, Colubris Networks Inc. derived and  
4 received gains, profits and advantages from the aforesaid acts of infringement of  
5 the '894 patent in an amount that is not presently known to Nomadix. Due to the  
6 infringement of the '894 patent by HP and Colubris Networks Inc., Nomadix has  
7 been damaged and is entitled to monetary relief in an amount to be determined at  
8 trial.

9 63. Unless HP is enjoined from infringing the '894 patent, Nomadix will  
10 continue to suffer irreparable injury for which it has no adequate remedy at law.

11 **CLAIM 5: CLAIM FOR INFRINGEMENT OF**  
12 **U.S. PATENT NO. 7,194,554 BY HP**

13 64. Nomadix repeats, realleges and incorporates by reference the  
14 allegations set forth in paragraphs 1–23 of this Complaint.

15 65. This is a claim for patent infringement arising under the patent laws  
16 of the United States, Title 35 of the United States Code.

17 66. Without authority, HP, through its agents, employees and servants,  
18 has manufactured, used, promoted, offered for sale, and/or sold within the United  
19 States, and/or imported into the United States products covered by one or more  
20 claims of the '554 patent, has actively induced others to do the same and/or has  
21 contributed to others' performance of the same. HP has thereby infringed,  
22 actively induced others to infringe and/or contributed to others' infringement of  
23 one or more claims of the '554 patent in violation of 35 U.S.C. § 271, including 35  
24 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently ongoing. The  
25 products relating to HP's infringement include network gateway devices in HP's  
26 Colubris and ProCurve product lines and/or other network gateway devices that  
27 connect computers and mobile devices to networks, and that facilitate related  
28 functions including, *inter alia*, authentication.



1           67. Without authority, Colubris Networks Inc., through its agents,  
2 employees and servants, manufactured, used, promoted, offered for sale, and/or  
3 sold within the United States, and/or imported into the United States products  
4 covered by one or more claims of the '554 patent, actively induced others to do  
5 the same and/or contributed to others' performance of the same. Colubris  
6 Networks Inc. thereby infringed, actively induced others to infringe and/or  
7 contributed to others' infringement of one or more claims of the '554 patent in  
8 violation of 35 U.S.C. § 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). The  
9 products relating to Colubris Networks Inc.'s infringement include the Colubris  
10 MSC products and/or other network gateway devices that connect computers and  
11 mobile devices to networks, and that facilitate related functions including, *inter*  
12 *alia*, authentication.

13           68. HP acquired Colubris Networks Inc. on or around October 1, 2008.  
14 Upon information and belief, Colubris Networks Inc. merged into HP upon or  
15 shortly after being acquired by HP. Upon information and belief, since the  
16 merger, HP has maintained and used and continues to maintain and use assets,  
17 facilities and/or personnel belonging to or employed by Colubris Networks Inc.  
18 before the merger. HP is liable for Colubris Networks Inc.'s infringement of the  
19 '554 patent due to, *inter alia*, successor liability. Upon information and belief,  
20 after its acquisition of and merger with Colubris Networks Inc., HP supported and  
21 continues to support the products related to Colubris Networks Inc.'s infringement  
22 of the '554 patent, thereby actively inducing others to infringe and/or contributing  
23 to others' infringement of the '554 patent.

24           69. Upon information and belief, HP's infringement of the '554 patent  
25 will continue unless enjoined by this Court.

26           70. Upon information and belief, HP has derived, received, and will  
27 continue to derive and receive gains, profits and advantages from the aforesaid  
28 acts of infringement of the '554 patent in an amount that is not presently known to



1 Nomadix. Upon information and belief, Colubris Networks Inc. derived and  
2 received gains, profits and advantages from the aforesaid acts of infringement of  
3 the '554 patent in an amount that is not presently known to Nomadix. Due to the  
4 infringement of the '554 patent by HP and Colubris Networks Inc., Nomadix has  
5 been damaged and is entitled to monetary relief in an amount to be determined at  
6 trial.

7 71. Unless HP is enjoined from infringing the '554 patent, Nomadix will  
8 continue to suffer irreparable injury for which it has no adequate remedy at law.

9 **CLAIM 6: CLAIM FOR INFRINGEMENT OF**

10 **U.S. PATENT NO. 6,868,399 BY HP**

11 72. Nomadix repeats, realleges and incorporates by reference the  
12 allegations set forth in paragraphs 1–23 of this Complaint.

13 73. This is a claim for patent infringement arising under the patent laws  
14 of the United States, Title 35 of the United States Code.

15 74. Without authority, HP, through its agents, employees and servants,  
16 has manufactured, used, promoted, offered for sale, and/or sold within the United  
17 States, and/or imported into the United States products covered by one or more  
18 claims of the '399 patent, has actively induced others to do the same and/or has  
19 contributed to others' performance of the same. HP has thereby infringed,  
20 actively induced others to infringe and/or contributed to others' infringement of  
21 one or more claims of the '399 patent in violation of 35 U.S.C. § 271, including 35  
22 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently ongoing. The  
23 products relating to HP's infringement include network gateway devices in HP's  
24 Colubris and ProCurve product lines and/or other network gateway devices that  
25 connect computers and mobile devices to networks, and that facilitate related  
26 functions including, *inter alia*, integrated billing.

27 75. Without authority, Colubris Networks Inc., through its agents,  
28 employees and servants, manufactured, used, promoted, offered for sale, and/or

1 sold within the United States, and/or imported into the United States products  
2 covered by one or more claims of the '399 patent, actively induced others to do  
3 the same and/or contributed to others' performance of the same. Colubris  
4 Networks Inc. thereby infringed, actively induced others to infringe and/or  
5 contributed to others' infringement of one or more claims of the '399 patent in  
6 violation of 35 U.S.C. § 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). The  
7 products relating to Colubris Networks Inc.'s infringement include the Colubris  
8 MSC products and/or other network gateway devices that connect computers and  
9 mobile devices to networks, and that facilitate related functions including, *inter*  
10 *alia*, integrated billing.

11 76. By no later than September 9, 2008, Nomadix had given Colubris  
12 Networks Inc. written notice of its infringement of the '399 patent.

13 77. HP acquired Colubris Networks Inc. on or around October 1, 2008.  
14 Upon information and belief, Colubris Networks Inc. merged into HP upon or  
15 shortly after being acquired by HP. Upon information and belief, since the  
16 merger, HP has maintained and used and continues to maintain and use assets,  
17 facilities and/or personnel belonging to or employed by Colubris Networks Inc.  
18 before the merger. HP is liable for Colubris Networks Inc.'s infringement of the  
19 '399 patent due to, *inter alia*, successor liability. Upon information and belief,  
20 after its acquisition of and merger with Colubris Networks Inc., HP supported and  
21 continues to support the products related to Colubris Networks Inc.'s infringement  
22 of the '399 patent, thereby actively inducing others to infringe and/or contributing  
23 to others' infringement of the '399 patent.

24 78. Upon information and belief, HP's infringement of at least the '399  
25 patent has been and continues to be deliberate and willful.

26 79. Upon information and belief, HP's infringement of the '399 patent  
27 will continue unless enjoined by this Court.

28 80. Upon information and belief, HP has derived, received, and will

1 continue to derive and receive gains, profits and advantages from the aforesaid  
2 acts of infringement of the '399 patent in an amount that is not presently known to  
3 Nomadix. Upon information and belief, Colubris Networks Inc. derived and  
4 received gains, profits and advantages from the aforesaid acts of infringement of  
5 the '399 patent in an amount that is not presently known to Nomadix. Due to the  
6 infringement of the '399 patent by HP and Colubris Networks Inc., Nomadix has  
7 been damaged and is entitled to monetary relief in an amount to be determined at  
8 trial.

9 81. Unless HP is enjoined from infringing the '399 patent, Nomadix will  
10 continue to suffer irreparable injury for which it has no adequate remedy at law.

## 11 **II. CLAIMS AGAINST WAYPORT**

### 12 **CLAIM 7: CLAIM FOR INFRINGEMENT OF**

#### 13 **U.S. PATENT NO. 6,130,892 BY WAYPORT**

14 82. Nomadix repeats, realleges and incorporates by reference the  
15 allegations set forth in paragraphs 1–23 of this Complaint.

16 83. This is a claim for patent infringement arising under the patent laws  
17 of the United States, Title 35 of the United States Code.

18 84. Without authority, Wayport, through its agents, employees and  
19 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
20 the United States, and/or imported into the United States products covered by one  
21 or more claims of the '892 patent, has actively induced others to do the same  
22 and/or has contributed to others' performance of the same. Wayport has thereby  
23 infringed, actively induced others to infringe and/or contributed to others'  
24 infringement of one or more claims of the '892 patent in violation of 35 U.S.C. §  
25 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
26 ongoing. The products relating to Wayport's infringement include network  
27 gateway devices that connect computers and mobile devices to networks.

28 85. Upon information and belief, Wayport's infringement of the '892

1 patent will continue unless enjoined by this Court.

2 86. Upon information and belief, Wayport has derived, received, and  
3 will continue to derive and receive gains, profits and advantages from the  
4 aforesaid acts of infringement of the '892 patent in an amount that is not presently  
5 known to Nomadix. Due to the infringement of the '892 patent by Wayport,  
6 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
7 determined at trial.

8 87. Unless Wayport is enjoined from infringing the '892 patent,  
9 Nomadix will continue to suffer irreparable injury for which it has no adequate  
10 remedy at law.

11 **CLAIM 8: CLAIM FOR INFRINGEMENT OF**  
12 **U.S. PATENT NO. 7,088,727 BY WAYPORT**

13 88. Nomadix repeats, realleges and incorporates by reference the  
14 allegations set forth in paragraphs 1–23 of this Complaint.

15 89. This is a claim for patent infringement arising under the patent laws  
16 of the United States, Title 35 of the United States Code.

17 90. Without authority, Wayport, through its agents, employees and  
18 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
19 the United States, and/or imported into the United States products covered by one  
20 or more claims of the '727 patent, has actively induced others to do the same  
21 and/or has contributed to others' performance of the same. Wayport has thereby  
22 infringed, actively induced others to infringe and/or contributed to others'  
23 infringement of one or more claims of the '727 patent in violation of 35 U.S.C. §  
24 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
25 ongoing. The products relating to Wayport's infringement include network  
26 gateway devices that connect computers and mobile devices to networks.

27 91. Upon information and belief, Wayport's infringement of the '727  
28 patent will continue unless enjoined by this Court.

1           92. Upon information and belief, Wayport has derived, received, and  
2 will continue to derive and receive gains, profits and advantages from the  
3 aforesaid acts of infringement of the '727 patent in an amount that is not presently  
4 known to Nomadix. Due to the infringement of the '727 patent by Wayport,  
5 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
6 determined at trial.

7           93. Unless Wayport is enjoined from infringing the '727 patent,  
8 Nomadix will continue to suffer irreparable injury for which it has no adequate  
9 remedy at law.

10                           **CLAIM 9: CLAIM FOR INFRINGEMENT OF**  
11                           **U.S. PATENT NO. 7,554,995 BY WAYPORT**

12           94. Nomadix repeats, realleges and incorporates by reference the  
13 allegations set forth in paragraphs 1–23 of this Complaint.

14           95. This is a claim for patent infringement arising under the patent laws  
15 of the United States, Title 35 of the United States Code.

16           96. Without authority, Wayport, through its agents, employees and  
17 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
18 the United States, and/or imported into the United States products covered by one  
19 or more claims of the '995 patent, has actively induced others to do the same  
20 and/or has contributed to others' performance of the same. Wayport has thereby  
21 infringed, actively induced others to infringe and/or contributed to others'  
22 infringement of one or more claims of the '995 patent in violation of 35 U.S.C. §  
23 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
24 ongoing. The products relating to Wayport's infringement include network  
25 gateway devices that connect computers and mobile devices to networks.

26           97. Upon information and belief, Wayport's infringement of the '995  
27 patent will continue unless enjoined by this Court.

28           98. Upon information and belief, Wayport has derived, received, and

1 will continue to derive and receive gains, profits and advantages from the  
2 aforesaid acts of infringement of the '995 patent in an amount that is not presently  
3 known to Nomadix. Due to the infringement of the '995 patent by Wayport,  
4 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
5 determined at trial.

6 99. Unless Wayport is enjoined from infringing the '995 patent,  
7 Nomadix will continue to suffer irreparable injury for which it has no adequate  
8 remedy at law.

9 **CLAIM 10: CLAIM FOR INFRINGEMENT OF**  
10 **U.S. PATENT NO. 6,636,894 BY WAYPORT**

11 100. Nomadix repeats, realleges and incorporates by reference the  
12 allegations set forth in paragraphs 1–23 of this Complaint.

13 101. This is a claim for patent infringement arising under the patent laws  
14 of the United States, Title 35 of the United States Code.

15 102. Without authority, Wayport, through its agents, employees and  
16 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
17 the United States, and/or imported into the United States products covered by one  
18 or more claims of the '894 patent, has actively induced others to do the same  
19 and/or has contributed to others' performance of the same. Wayport has thereby  
20 infringed, actively induced others to infringe and/or contributed to others'  
21 infringement of one or more claims of the '894 patent in violation of 35 U.S.C. §  
22 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
23 ongoing. The products relating to Wayport's infringement include network  
24 gateway devices that connect computers and mobile devices to networks, and that  
25 facilitate related functions including, *inter alia*, redirection.

26 103. Upon information and belief, Wayport's infringement of the '894  
27 patent will continue unless enjoined by this Court.

28 104. Upon information and belief, Wayport has derived, received, and

1 will continue to derive and receive gains, profits and advantages from the  
2 aforesaid acts of infringement of the '894 patent in an amount that is not presently  
3 known to Nomadix. Due to the infringement of the '894 patent by Wayport,  
4 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
5 determined at trial.

6 105. Unless Wayport is enjoined from infringing the '894 patent,  
7 Nomadix will continue to suffer irreparable injury for which it has no adequate  
8 remedy at law.

9 **CLAIM 11: CLAIM FOR INFRINGEMENT OF**  
10 **U.S. PATENT NO. 7,194,554 BY WAYPORT**

11 106. Nomadix repeats, realleges and incorporates by reference the  
12 allegations set forth in paragraphs 1–23 of this Complaint.

13 107. This is a claim for patent infringement arising under the patent laws  
14 of the United States, Title 35 of the United States Code.

15 108. Without authority, Wayport, through its agents, employees and  
16 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
17 the United States, and/or imported into the United States products covered by one  
18 or more claims of the '554 patent, has actively induced others to do the same  
19 and/or has contributed to others' performance of the same. Wayport has thereby  
20 infringed, actively induced others to infringe and/or contributed to others'  
21 infringement of one or more claims of the '554 patent in violation of 35 U.S.C. §  
22 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
23 ongoing. The products relating to Wayport's infringement include network  
24 gateway devices that connect computers and mobile devices to networks, and that  
25 facilitate related functions including, *inter alia*, authentication.

26 109. Upon information and belief, Wayport's infringement of the '554  
27 patent will continue unless enjoined by this Court.

28 110. Upon information and belief, Wayport has derived, received, and



1 will continue to derive and receive gains, profits and advantages from the  
2 aforesaid acts of infringement of the '554 patent in an amount that is not presently  
3 known to Nomadix. Due to the infringement of the '554 patent by Wayport,  
4 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
5 determined at trial.

6 111. Unless Wayport is enjoined from infringing the '554 patent,  
7 Nomadix will continue to suffer irreparable injury for which it has no adequate  
8 remedy at law.

9 **CLAIM 12: CLAIM FOR INFRINGEMENT OF**  
10 **U.S. PATENT NO. 6,868,399 BY WAYPORT**

11 112. Nomadix repeats, realleges and incorporates by reference the  
12 allegations set forth in paragraphs 1–23 of this Complaint.

13 113. This is a claim for patent infringement arising under the patent laws  
14 of the United States, Title 35 of the United States Code.

15 114. Without authority, Wayport, through its agents, employees and  
16 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
17 the United States, and/or imported into the United States products covered by one  
18 or more claims of the '399 patent, has actively induced others to do the same  
19 and/or has contributed to others' performance of the same. Wayport has thereby  
20 infringed, actively induced others to infringe and/or contributed to others'  
21 infringement of one or more claims of the '399 patent in violation of 35 U.S.C. §  
22 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
23 ongoing. The products relating to Wayport's infringement include network  
24 gateway devices that connect computers and mobile devices to networks, and that  
25 facilitate related functions including, *inter alia*, integrated billing.

26 115. Upon information and belief, Wayport's infringement of the '399  
27 patent will continue unless enjoined by this Court.

28 116. Upon information and belief, Wayport has derived, received, and



1 will continue to derive and receive gains, profits and advantages from the  
2 aforesaid acts of infringement of the '399 patent in an amount that is not presently  
3 known to Nomadix. Due to the infringement of the '399 patent by Wayport,  
4 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
5 determined at trial.

6 117. Unless Wayport is enjoined from infringing the '399 patent,  
7 Nomadix will continue to suffer irreparable injury for which it has no adequate  
8 remedy at law.

9 **III. CLAIMS AGAINST IBAHN**

10 **CLAIM 13: CLAIM FOR INFRINGEMENT OF**  
11 **U.S. PATENT NO. 6,130,892 BY IBAHN**

12 118. Nomadix repeats, realleges and incorporates by reference the  
13 allegations set forth in paragraphs 1–23 of this Complaint.

14 119. This is a claim for patent infringement arising under the patent laws  
15 of the United States, Title 35 of the United States Code.

16 120. Without authority, iBAHN, through its agents, employees and  
17 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
18 the United States, and/or imported into the United States products covered by one  
19 or more claims of the '892 patent, has actively induced others to do the same  
20 and/or has contributed to others' performance of the same. iBAHN has thereby  
21 infringed, actively induced others to infringe and/or contributed to others'  
22 infringement of one or more claims of the '892 patent in violation of 35 U.S.C. §  
23 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
24 ongoing. The products relating to iBAHN's infringement include network  
25 gateway devices that iBAHN refers to as Head-End Processors and/or other  
26 network gateway devices that connect computers and mobile devices to networks.

27 121. By no later than May 19, 2009, Nomadix gave iBAHN written notice  
28 that it infringes the '892 patent.

1 122. Upon information and belief, iBAHN's infringement of at least the  
2 '892 patent has been and continues to be deliberate and willful.

3 123. Upon information and belief, iBAHN's infringement of the '892  
4 patent will continue unless enjoined by this Court.

5 124. Upon information and belief, iBAHN has derived, received, and will  
6 continue to derive and receive gains, profits and advantages from the aforesaid  
7 acts of infringement of the '892 patent in an amount that is not presently known to  
8 Nomadix. Due to the infringement of the '892 patent by iBAHN, Nomadix has  
9 been damaged and is entitled to monetary relief in an amount to be determined at  
10 trial.

11 125. Unless iBAHN is enjoined from infringing the '892 patent, Nomadix  
12 will continue to suffer irreparable injury for which it has no adequate remedy at  
13 law.

14 **CLAIM 14: CLAIM FOR INFRINGEMENT OF**  
15 **U.S. PATENT NO. 7,088,727 BY IBAHN**

16 126. Nomadix repeats, realleges and incorporates by reference the  
17 allegations set forth in paragraphs 1–23 of this Complaint.

18 127. This is a claim for patent infringement arising under the patent laws  
19 of the United States, Title 35 of the United States Code.

20 128. Without authority, iBAHN, through its agents, employees and  
21 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
22 the United States, and/or imported into the United States products covered by one  
23 or more claims of the '727 patent, has actively induced others to do the same  
24 and/or has contributed to others' performance of the same. iBAHN has thereby  
25 infringed, actively induced others to infringe and/or contributed to others'  
26 infringement of one or more claims of the '727 patent in violation of 35 U.S.C. §  
27 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
28 ongoing. The products relating to iBAHN's infringement include network

1 gateway devices that iBAHN refers to as Head-End Processors and/or other  
2 network gateway devices that connect computers and mobile devices to networks.

3 129. By no later than May 19, 2009, Nomadix gave iBAHN written notice  
4 that it infringes the '727 patent.

5 130. Upon information and belief, iBAHN's infringement of at least the  
6 '727 patent has been and continues to be deliberate and willful.

7 131. Upon information and belief, iBAHN's infringement of the '727  
8 patent will continue unless enjoined by this Court.

9 132. Upon information and belief, iBAHN has derived, received, and will  
10 continue to derive and receive gains, profits and advantages from the aforesaid  
11 acts of infringement of the '727 patent in an amount that is not presently known to  
12 Nomadix. Due to the infringement of the '727 patent by iBAHN, Nomadix has  
13 been damaged and is entitled to monetary relief in an amount to be determined at  
14 trial.

15 133. Unless iBAHN is enjoined from infringing the '727 patent, Nomadix  
16 will continue to suffer irreparable injury for which it has no adequate remedy at  
17 law.

18 **CLAIM 15: CLAIM FOR INFRINGEMENT OF**  
19 **U.S. PATENT NO. 7,554,995 BY IBAHN**

20 134. Nomadix repeats, realleges and incorporates by reference the  
21 allegations set forth in paragraphs 1–23 of this Complaint.

22 135. This is a claim for patent infringement arising under the patent laws  
23 of the United States, Title 35 of the United States Code.

24 136. Without authority, iBAHN, through its agents, employees and  
25 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
26 the United States, and/or imported into the United States products covered by one  
27 or more claims of the '995 patent, has actively induced others to do the same  
28 and/or has contributed to others' performance of the same. iBAHN has thereby

1 infringed, actively induced others to infringe and/or contributed to others'  
2 infringement of one or more claims of the '995 patent in violation of 35 U.S.C. §  
3 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
4 ongoing. The products relating to iBAHN's infringement include network  
5 gateway devices that iBAHN refers to as Head-End Processors and/or other  
6 network gateway devices that connect computers and mobile devices to networks.

7 137. By no later than May 19, 2009, Nomadix gave iBAHN written notice  
8 that it infringes the published patent application (Patent Application Publication  
9 No. 2005/0188092 A1) containing the allowed claims of the '995 patent.

10 138. Upon information and belief, iBAHN's infringement of at least the  
11 '995 patent has been and continues to be deliberate and willful.

12 139. Upon information and belief, iBAHN's infringement of the '995  
13 patent will continue unless enjoined by this Court.

14 140. Upon information and belief, iBAHN has derived, received, and will  
15 continue to derive and receive gains, profits and advantages from the aforesaid  
16 acts of infringement of the '995 patent in an amount that is not presently known to  
17 Nomadix. Due to the infringement of the '995 patent by iBAHN, Nomadix has  
18 been damaged and is entitled to monetary relief in an amount to be determined at  
19 trial.

20 141. Unless iBAHN is enjoined from infringing the '995 patent, Nomadix  
21 will continue to suffer irreparable injury for which it has no adequate remedy at  
22 law.

23 **CLAIM 16: CLAIM FOR INFRINGEMENT OF**  
24 **U.S. PATENT NO. 6,636,894 BY IBAHN**

25 142. Nomadix repeats, realleges and incorporates by reference the  
26 allegations set forth in paragraphs 1–23 of this Complaint.

27 143. This is a claim for patent infringement arising under the patent laws  
28 of the United States, Title 35 of the United States Code.

1           144. Without authority, iBAHN, through its agents, employees and  
2 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
3 the United States, and/or imported into the United States products covered by one  
4 or more claims of the '894 patent, has actively induced others to do the same  
5 and/or has contributed to others' performance of the same. iBAHN has thereby  
6 infringed, actively induced others to infringe and/or contributed to others'  
7 infringement of one or more claims of the '894 patent in violation of 35 U.S.C. §  
8 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
9 ongoing. The products relating to iBAHN's infringement include network  
10 gateway devices that iBAHN refers to as Head-End Processors and/or other  
11 network gateway devices that connect computers and mobile devices to networks,  
12 and that facilitate related functions including, *inter alia*, redirection.

13           145. By no later than May 19, 2009, Nomadix gave iBAHN written notice  
14 that it infringes the '894 patent.

15           146. Upon information and belief, iBAHN's infringement of at least the  
16 '894 patent has been and continues to be deliberate and willful.

17           147. Upon information and belief, iBAHN's infringement of the '894  
18 patent will continue unless enjoined by this Court.

19           148. Upon information and belief, iBAHN has derived, received, and will  
20 continue to derive and receive gains, profits and advantages from the aforesaid  
21 acts of infringement of the '894 patent in an amount that is not presently known to  
22 Nomadix. Due to the infringement of the '894 patent by iBAHN, Nomadix has  
23 been damaged and is entitled to monetary relief in an amount to be determined at  
24 trial.

25           149. Unless iBAHN is enjoined from infringing the '894 patent, Nomadix  
26 will continue to suffer irreparable injury for which it has no adequate remedy at  
27 law.

28       ///

**CLAIM 17: CLAIM FOR INFRINGEMENT OF**  
**U.S. PATENT NO. 6,868,399 BY IBAHN**

150. Nomadix repeats, realleges and incorporates by reference the allegations set forth in paragraphs 1–23 of this Complaint.

151. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

152. Without authority, iBAHN, through its agents, employees and servants, has manufactured, used, promoted, offered for sale, and/or sold within the United States, and/or imported into the United States products covered by one or more claims of the '399 patent, has actively induced others to do the same and/or has contributed to others' performance of the same. iBAHN has thereby infringed, actively induced others to infringe and/or contributed to others' infringement of one or more claims of the '399 patent in violation of 35 U.S.C. § 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently ongoing. The products relating to iBAHN's infringement include network gateway devices that iBAHN refers to as Head-End Processors and/or other network gateway devices that connect computers and mobile devices to networks, and that facilitate related functions including, *inter alia*, integrated billing.

153. By no later than May 19, 2009, Nomadix gave iBAHN written notice that it infringes the '399 patent.

154. Upon information and belief, iBAHN's infringement of at least the '399 patent has been and continues to be deliberate and willful.

155. Upon information and belief, iBAHN's infringement of the '399 patent will continue unless enjoined by this Court.

156. Upon information and belief, iBAHN has derived, received, and will continue to derive and receive gains, profits and advantages from the aforesaid acts of infringement of the '399 patent in an amount that is not presently known to Nomadix. Due to the infringement of the '399 patent by iBAHN, Nomadix has

1 been damaged and is entitled to monetary relief in an amount to be determined at  
2 trial.

3 157. Unless iBAHN is enjoined from infringing the '399 patent, Nomadix  
4 will continue to suffer irreparable injury for which it has no adequate remedy at  
5 law.

6 **IV. CLAIMS AGAINST GUEST-TEK**  
7 **CLAIM 18: CLAIM FOR INFRINGEMENT OF**  
8 **U.S. PATENT NO. 6,130,892 BY GUEST-TEK**

9 158. Nomadix repeats, realleges and incorporates by reference the  
10 allegations set forth in paragraphs 1–23 of this Complaint.

11 159. This is a claim for patent infringement arising under the patent laws  
12 of the United States, Title 35 of the United States Code.

13 160. Without authority, Guest-Tek, through its agents, employees and  
14 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
15 the United States, and/or imported into the United States products covered by one  
16 or more claims of the '892 patent, has actively induced others to do the same  
17 and/or has contributed to others' performance of the same. Guest-Tek has thereby  
18 infringed, actively induced others to infringe and/or contributed to others'  
19 infringement of one or more claims of the '892 patent in violation of 35 U.S.C. §  
20 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
21 ongoing. The products relating to Guest-Tek's infringement include network  
22 gateway devices used, upon information and belief, with Guest-Tek's OneView  
23 Internet services and/or other network gateway devices that connect computers  
24 and mobile devices to networks.

25 161. By no later than May 21, 2009, Nomadix gave Guest-Tek written  
26 notice that it infringes the '892 patent.

27 162. Upon information and belief, Guest-Tek's infringement of at least the  
28 '892 patent has been and continues to be deliberate and willful.



1           163. Upon information and belief, Guest-Tek's infringement of the '892  
2 patent will continue unless enjoined by this Court.

3           164. Upon information and belief, Guest-Tek has derived, received, and  
4 will continue to derive and receive gains, profits and advantages from the  
5 aforesaid acts of infringement of the '892 patent in an amount that is not presently  
6 known to Nomadix. Due to the infringement of the '892 patent by Guest-Tek,  
7 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
8 determined at trial.

9           165. Unless Guest-Tek is enjoined from infringing the '892 patent,  
10 Nomadix will continue to suffer irreparable injury for which it has no adequate  
11 remedy at law.

12                           **CLAIM 19: CLAIM FOR INFRINGEMENT OF**  
13                           **U.S. PATENT NO. 7,088,727 BY GUEST-TEK**

14           166. Nomadix repeats, realleges and incorporates by reference the  
15 allegations set forth in paragraphs 1–23 of this Complaint.

16           167. This is a claim for patent infringement arising under the patent laws  
17 of the United States, Title 35 of the United States Code.

18           168. Without authority, Guest-Tek, through its agents, employees and  
19 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
20 the United States, and/or imported into the United States products covered by one  
21 or more claims of the '727 patent, has actively induced others to do the same  
22 and/or has contributed to others' performance of the same. Guest-Tek has thereby  
23 infringed, actively induced others to infringe and/or contributed to others'  
24 infringement of one or more claims of the '727 patent in violation of 35 U.S.C. §  
25 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
26 ongoing. The products relating to Guest-Tek's infringement include network  
27 gateway devices used, upon information and belief, with Guest-Tek's OneView  
28 Internet services and/or other network gateway devices that connect computers



1 and mobile devices to networks.

2 169. By no later than May 21, 2009, Nomadix gave Guest-Tek written  
3 notice that it infringes the '727 patent.

4 170. Upon information and belief, Guest-Tek's infringement of at least the  
5 '727 patent has been and continues to be deliberate and willful.

6 171. Upon information and belief, Guest-Tek's infringement of the '727  
7 patent will continue unless enjoined by this Court.

8 172. Upon information and belief, Guest-Tek has derived, received, and  
9 will continue to derive and receive gains, profits and advantages from the  
10 aforesaid acts of infringement of the '727 patent in an amount that is not presently  
11 known to Nomadix. Due to the infringement of the '727 patent by Guest-Tek,  
12 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
13 determined at trial.

14 173. Unless Guest-Tek is enjoined from infringing the '727 patent,  
15 Nomadix will continue to suffer irreparable injury for which it has no adequate  
16 remedy at law.

17 **CLAIM 20: CLAIM FOR INFRINGEMENT OF**  
18 **U.S. PATENT NO. 7,554,995 BY GUEST-TEK**

19 174. Nomadix repeats, realleges and incorporates by reference the  
20 allegations set forth in paragraphs 1–23 of this Complaint.

21 175. This is a claim for patent infringement arising under the patent laws  
22 of the United States, Title 35 of the United States Code.

23 176. Without authority, Guest-Tek, through its agents, employees and  
24 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
25 the United States, and/or imported into the United States products covered by one  
26 or more claims of the '995 patent, has actively induced others to do the same  
27 and/or has contributed to others' performance of the same. Guest-Tek has thereby  
28 infringed, actively induced others to infringe and/or contributed to others'

1 infringement of one or more claims of the '995 patent in violation of 35 U.S.C. §  
2 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
3 ongoing. The products relating to Guest-Tek's infringement include network  
4 gateway devices used, upon information and belief, with Guest-Tek's OneView  
5 Internet services and/or other network gateway devices that connect computers  
6 and mobile devices to networks.

7 177. By no later than May 21, 2009, Nomadix gave Guest-Tek written  
8 notice that it infringes the published patent application (Patent Application  
9 Publication No. 2005/0188092 A1) containing the allowed claims of the '995  
10 patent.

11 178. Upon information and belief, Guest-Tek's infringement of at least the  
12 '995 patent has been and continues to be deliberate and willful.

13 179. Upon information and belief, Guest-Tek's infringement of the '995  
14 patent will continue unless enjoined by this Court.

15 180. Upon information and belief, Guest-Tek has derived, received, and  
16 will continue to derive and receive gains, profits and advantages from the  
17 aforesaid acts of infringement of the '995 patent in an amount that is not presently  
18 known to Nomadix. Due to the infringement of the '995 patent by Guest-Tek,  
19 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
20 determined at trial.

21 181. Unless Guest-Tek is enjoined from infringing the '995 patent,  
22 Nomadix will continue to suffer irreparable injury for which it has no adequate  
23 remedy at law.

24 **CLAIM 21: CLAIM FOR INFRINGEMENT OF**  
25 **U.S. PATENT NO. 6,636,894 BY GUEST-TEK**

26 182. Nomadix repeats, realleges and incorporates by reference the  
27 allegations set forth in paragraphs 1–23 of this Complaint.

28 183. This is a claim for patent infringement arising under the patent laws

1 of the United States, Title 35 of the United States Code.

2 184. Without authority, Guest-Tek, through its agents, employees and  
3 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
4 the United States, and/or imported into the United States products covered by one  
5 or more claims of the '894 patent, has actively induced others to do the same  
6 and/or has contributed to others' performance of the same. Guest-Tek has thereby  
7 infringed, actively induced others to infringe and/or contributed to others'  
8 infringement of one or more claims of the '894 patent in violation of 35 U.S.C. §  
9 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
10 ongoing. The products relating to Guest-Tek's infringement include network  
11 gateway devices used, upon information and belief, with Guest-Tek's OneView  
12 Internet services and/or other network gateway devices that connect computers  
13 and mobile devices to networks, and that facilitate related functions including,  
14 *inter alia*, redirection.

15 185. By no later than May 21, 2009, Nomadix gave Guest-Tek written  
16 notice that it infringes the '894 patent.

17 186. Upon information and belief, Guest-Tek's infringement of at least the  
18 '894 patent has been and continues to be deliberate and willful.

19 187. Upon information and belief, Guest-Tek's infringement of the '894  
20 patent will continue unless enjoined by this Court.

21 188. Upon information and belief, Guest-Tek has derived, received, and  
22 will continue to derive and receive gains, profits and advantages from the  
23 aforesaid acts of infringement of the '894 patent in an amount that is not presently  
24 known to Nomadix. Due to the infringement of the '894 patent by Guest-Tek,  
25 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
26 determined at trial.

27 189. Unless Guest-Tek is enjoined from infringing the '894 patent,  
28 Nomadix will continue to suffer irreparable injury for which it has no adequate

1 remedy at law.

2 **CLAIM 22: CLAIM FOR INFRINGEMENT OF**  
3 **U.S. PATENT NO. 6,868,399 BY GUEST-TEK**

4 190. Nomadix repeats, realleges and incorporates by reference the  
5 allegations set forth in paragraphs 1–23 of this Complaint.

6 191. This is a claim for patent infringement arising under the patent laws  
7 of the United States, Title 35 of the United States Code.

8 192. Without authority, Guest-Tek, through its agents, employees and  
9 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
10 the United States, and/or imported into the United States products covered by one  
11 or more claims of the '399 patent, has actively induced others to do the same  
12 and/or has contributed to others' performance of the same. Guest-Tek has thereby  
13 infringed, actively induced others to infringe and/or contributed to others'  
14 infringement of one or more claims of the '399 patent in violation of 35 U.S.C. §  
15 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
16 ongoing. The products relating to Guest-Tek's infringement include network  
17 gateway devices used, upon information and belief, with Guest-Tek's OneView  
18 Internet services and/or other network gateway devices that connect computers  
19 and mobile devices to networks, and that facilitate related functions including,  
20 *inter alia*, integrated billing.

21 193. By no later than May 21, 2009, Nomadix gave Guest-Tek written  
22 notice that it infringes the '399 patent.

23 194. Upon information and belief, Guest-Tek's infringement of at least the  
24 '399 patent has been and continues to be deliberate and willful.

25 195. Upon information and belief, Guest-Tek's infringement of the '399  
26 patent will continue unless enjoined by this Court.

27 196. Upon information and belief, Guest-Tek has derived, received, and  
28 will continue to derive and receive gains, profits and advantages from the

1 aforesaid acts of infringement of the '399 patent in an amount that is not presently  
2 known to Nomadix. Due to the infringement of the '399 patent by Guest-Tek,  
3 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
4 determined at trial.

5 197. Unless Guest-Tek is enjoined from infringing the '399 patent,  
6 Nomadix will continue to suffer irreparable injury for which it has no adequate  
7 remedy at law.

8 **CLAIM 23: CLAIM FOR INFRINGEMENT OF**  
9 **U.S. PATENT NO. 6,789,110 BY GUEST-TEK**

10 198. Nomadix repeats, realleges and incorporates by reference the  
11 allegations set forth in paragraphs 1–23 of this Complaint.

12 199. This is a claim for patent infringement arising under the patent laws  
13 of the United States, Title 35 of the United States Code.

14 200. Without authority, Guest-Tek, through its agents, employees and  
15 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
16 the United States, and/or imported into the United States products covered by one  
17 or more claims of the '110 patent, has actively induced others to do the same  
18 and/or has contributed to others' performance of the same. Guest-Tek has thereby  
19 infringed, actively induced others to infringe and/or contributed to others'  
20 infringement of one or more claims of the '110 patent in violation of 35 U.S.C. §  
21 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
22 ongoing. The products relating to Guest-Tek's infringement include network  
23 gateway devices used, upon information and belief, with Guest-Tek's OneView  
24 Internet services and/or other network gateway devices that connect computers  
25 and mobile devices to networks, and that facilitate related functions including,  
26 *inter alia*, session control.

27 201. Upon information and belief, Guest-Tek's infringement of the '110  
28 patent will continue unless enjoined by this Court.

1           202. Upon information and belief, Guest-Tek has derived, received, and  
2 will continue to derive and receive gains, profits and advantages from the  
3 aforesaid acts of infringement of the '110 patent in an amount that is not presently  
4 known to Nomadix. Due to the infringement of the '110 patent by Guest-Tek,  
5 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
6 determined at trial.

7           203. Unless Guest-Tek is enjoined from infringing the '110 patent,  
8 Nomadix will continue to suffer irreparable injury for which it has no adequate  
9 remedy at law.

10                           **V. CLAIMS AGAINST LODGENET**

11                           **CLAIM 24: CLAIM FOR INFRINGEMENT OF**  
12                           **U.S. PATENT NO. 6,130,892 BY LODGENET**

13           204. Nomadix repeats, realleges and incorporates by reference the  
14 allegations set forth in paragraphs 1–23 of this Complaint.

15           205. This is a claim for patent infringement arising under the patent laws  
16 of the United States, Title 35 of the United States Code.

17           206. Without authority, LodgeNet, through its agents, employees and  
18 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
19 the United States, and/or imported into the United States products covered by one  
20 or more claims of the '892 patent, has actively induced others to do the same  
21 and/or has contributed to others' performance of the same. LodgeNet has thereby  
22 infringed, actively induced others to infringe and/or contributed to others'  
23 infringement of one or more claims of the '892 patent in violation of 35 U.S.C. §  
24 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
25 ongoing. The products relating to LodgeNet's infringement include network  
26 gateway devices used, upon information and belief, with LodgeNet's Guestroom  
27 Manager and/or LodgeNet360 services, and/or other network gateway devices that  
28 connect computers and mobile devices to networks.

1           207. Upon information and belief, LodgeNet's infringement of the '892  
2 patent will continue unless enjoined by this Court.

3           208. Upon information and belief, LodgeNet has derived, received, and  
4 will continue to derive and receive gains, profits and advantages from the  
5 aforesaid acts of infringement of the '892 patent in an amount that is not presently  
6 known to Nomadix. Due to the infringement of the '892 patent by LodgeNet,  
7 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
8 determined at trial.

9           209. Unless LodgeNet is enjoined from infringing the '892 patent,  
10 Nomadix will continue to suffer irreparable injury for which it has no adequate  
11 remedy at law.

12                           **CLAIM 25: CLAIM FOR INFRINGEMENT OF**  
13                           **U.S. PATENT NO. 7,088,727 BY LODGENET**

14           210. Nomadix repeats, realleges and incorporates by reference the  
15 allegations set forth in paragraphs 1–23 of this Complaint.

16           211. This is a claim for patent infringement arising under the patent laws  
17 of the United States, Title 35 of the United States Code.

18           212. Without authority, LodgeNet, through its agents, employees and  
19 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
20 the United States, and/or imported into the United States products covered by one  
21 or more claims of the '727 patent, has actively induced others to do the same  
22 and/or has contributed to others' performance of the same. LodgeNet has thereby  
23 infringed, actively induced others to infringe and/or contributed to others'  
24 infringement of one or more claims of the '727 patent in violation of 35 U.S.C. §  
25 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
26 ongoing. The products relating to LodgeNet's infringement include network  
27 gateway devices used, upon information and belief, with LodgeNet's Guestroom  
28 Manager and/or LodgeNet360 services, and/or other network gateway devices that



1 connect computers and mobile devices to networks.

2 213. Upon information and belief, LodgeNet's infringement of the '727  
3 patent will continue unless enjoined by this Court.

4 214. Upon information and belief, LodgeNet has derived, received, and  
5 will continue to derive and receive gains, profits and advantages from the  
6 aforesaid acts of infringement of the '727 patent in an amount that is not presently  
7 known to Nomadix. Due to the infringement of the '727 patent by LodgeNet,  
8 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
9 determined at trial.

10 215. Unless LodgeNet is enjoined from infringing the '727 patent,  
11 Nomadix will continue to suffer irreparable injury for which it has no adequate  
12 remedy at law.

13 **CLAIM 26: CLAIM FOR INFRINGEMENT OF**  
14 **U.S. PATENT NO. 7,554,995 BY LODGENET**

15 216. Nomadix repeats, realleges and incorporates by reference the  
16 allegations set forth in paragraphs 1–23 of this Complaint.

17 217. This is a claim for patent infringement arising under the patent laws  
18 of the United States, Title 35 of the United States Code.

19 218. Without authority, LodgeNet, through its agents, employees and  
20 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
21 the United States, and/or imported into the United States products covered by one  
22 or more claims of the '995 patent, has actively induced others to do the same  
23 and/or has contributed to others' performance of the same. LodgeNet has thereby  
24 infringed, actively induced others to infringe and/or contributed to others'  
25 infringement of one or more claims of the '995 patent in violation of 35 U.S.C. §  
26 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
27 ongoing. The products relating to LodgeNet's infringement include network  
28 gateway devices used, upon information and belief, with LodgeNet's Guestroom



1 Manager and/or LodgeNet360 services, and/or other network gateway devices that  
2 connect computers and mobile devices to networks.

3 219. Upon information and belief, LodgeNet's infringement of the '995  
4 patent will continue unless enjoined by this Court.

5 220. Upon information and belief, LodgeNet has derived, received, and  
6 will continue to derive and receive gains, profits and advantages from the  
7 aforesaid acts of infringement of the '995 patent in an amount that is not presently  
8 known to Nomadix. Due to the infringement of the '995 patent by LodgeNet,  
9 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
10 determined at trial.

11 221. Unless LodgeNet is enjoined from infringing the '995 patent,  
12 Nomadix will continue to suffer irreparable injury for which it has no adequate  
13 remedy at law.

14 **CLAIM 27: CLAIM FOR INFRINGEMENT OF**  
15 **U.S. PATENT NO. 6,636,894 BY LODGENET**

16 222. Nomadix repeats, realleges and incorporates by reference the  
17 allegations set forth in paragraphs 1–23 of this Complaint.

18 223. This is a claim for patent infringement arising under the patent laws  
19 of the United States, Title 35 of the United States Code.

20 224. Without authority, LodgeNet, through its agents, employees and  
21 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
22 the United States, and/or imported into the United States products covered by one  
23 or more claims of the '894 patent, has actively induced others to do the same  
24 and/or has contributed to others' performance of the same. LodgeNet has thereby  
25 infringed, actively induced others to infringe and/or contributed to others'  
26 infringement of one or more claims of the '894 patent in violation of 35 U.S.C. §  
27 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
28 ongoing. The products relating to LodgeNet's infringement include network

1 gateway devices used, upon information and belief, with LodgeNet's Guestroom  
2 Manager and/or LodgeNet360 services, and/or other network gateway devices that  
3 connect computers and mobile devices to networks, and that facilitate related  
4 functions including, *inter alia*, redirection.

5 225. Upon information and belief, LodgeNet's infringement of the '894  
6 patent will continue unless enjoined by this Court.

7 226. Upon information and belief, LodgeNet has derived, received, and  
8 will continue to derive and receive gains, profits and advantages from the  
9 aforesaid acts of infringement of the '894 patent in an amount that is not presently  
10 known to Nomadix. Due to the infringement of the '894 patent by LodgeNet,  
11 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
12 determined at trial.

13 227. Unless LodgeNet is enjoined from infringing the '894 patent,  
14 Nomadix will continue to suffer irreparable injury for which it has no adequate  
15 remedy at law.

16 **CLAIM 28: CLAIM FOR INFRINGEMENT OF**  
17 **U.S. PATENT NO. 6,868,399 BY LODGENET**

18 228. Nomadix repeats, realleges and incorporates by reference the  
19 allegations set forth in paragraphs 1–23 of this Complaint.

20 229. This is a claim for patent infringement arising under the patent laws  
21 of the United States, Title 35 of the United States Code.

22 230. Without authority, LodgeNet, through its agents, employees and  
23 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
24 the United States, and/or imported into the United States products covered by one  
25 or more claims of the '399 patent, has actively induced others to do the same  
26 and/or has contributed to others' performance of the same. LodgeNet has thereby  
27 infringed, actively induced others to infringe and/or contributed to others'  
28 infringement of one or more claims of the '399 patent in violation of 35 U.S.C. §

1 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
2 ongoing. The products relating to LodgeNet's infringement include network  
3 gateway devices used, upon information and belief, with LodgeNet's Guestroom  
4 Manager and/or LodgeNet360 services, and/or other network gateway devices that  
5 connect computers and mobile devices to networks, and that facilitate related  
6 functions including, *inter alia*, integrated billing.

7 231. Upon information and belief, LodgeNet's infringement of the '399  
8 patent will continue unless enjoined by this Court.

9 232. Upon information and belief, LodgeNet has derived, received, and  
10 will continue to derive and receive gains, profits and advantages from the  
11 aforesaid acts of infringement of the '399 patent in an amount that is not presently  
12 known to Nomadix. Due to the infringement of the '399 patent by LodgeNet,  
13 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
14 determined at trial.

15 233. Unless LodgeNet is enjoined from infringing the '399 patent,  
16 Nomadix will continue to suffer irreparable injury for which it has no adequate  
17 remedy at law.

18 **VI. CLAIM AGAINST ARUBA**  
19 **CLAIM 29: CLAIM FOR INFRINGEMENT OF**  
20 **U.S. PATENT NO. 6,636,894 BY ARUBA**

21 234. Nomadix repeats, realleges and incorporates by reference the  
22 allegations set forth in paragraphs 1–23 of this Complaint.

23 235. This is a claim for patent infringement arising under the patent laws  
24 of the United States, Title 35 of the United States Code.

25 236. Without authority, Aruba, through its agents, employees and  
26 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
27 the United States, and/or imported into the United States products covered by one  
28 or more claims of the '894 patent, has actively induced others to do the same

1 and/or has contributed to others' performance of the same. Aruba has thereby  
2 infringed, actively induced others to infringe and/or contributed to others'  
3 infringement of one or more claims of the '894 patent in violation of 35 U.S.C. §  
4 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
5 ongoing. The products relating to Aruba's infringement include Aruba's Mobility  
6 and Branch Office Controllers and/or other network gateway devices that connect  
7 computers and mobile devices to networks and that facilitate related functions  
8 including, *inter alia*, redirection.

9 237. Upon information and belief, Aruba's infringement will continue  
10 unless enjoined by this Court.

11 238. Upon information and belief, Aruba has derived, received, and will  
12 continue to derive and receive gains, profits and advantages from the aforesaid  
13 acts of infringement in an amount that is not presently known to Nomadix. Due to  
14 Aruba's infringement of the '894 patent, Nomadix has been damaged and is  
15 entitled to monetary relief in an amount to be determined at trial.

16 239. Unless Aruba is enjoined from infringing the '894 patent, Nomadix  
17 will continue to suffer irreparable injury for which it has no adequate remedy at  
18 law.

## 19 **VII. CLAIMS AGAINST SUPERCLICK**

### 20 **CLAIM 30: CLAIM FOR INFRINGEMENT OF** 21 **U.S. PATENT NO. 6,130,892 BY SUPERCLICK**

22 240. Nomadix repeats, realleges and incorporates by reference the  
23 allegations set forth in paragraphs 1–23 of this Complaint.

24 241. This is a claim for patent infringement arising under the patent laws  
25 of the United States, Title 35 of the United States Code.

26 242. Without authority, Superclick, through its agents, employees and  
27 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
28 the United States, and/or imported into the United States products covered by one

1 or more claims of the '892 patent, has actively induced others to do the same  
2 and/or has contributed to others' performance of the same. Superclick has thereby  
3 infringed, actively induced others to infringe and/or contributed to others'  
4 infringement of one or more claims of the '892 patent in violation of 35 U.S.C. §  
5 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
6 ongoing. The products relating to Superclick's infringement include network  
7 gateway devices that connect computers and mobile devices to networks.

8 243. By no later than June 9, 2009, Nomadix gave Superclick written  
9 notice that it infringes the '892 patent.

10 244. Upon information and belief, Superclick's infringement of at least  
11 the '892 patent has been and continues to be deliberate and willful.

12 245. Upon information and belief, Superclick's infringement of the '892  
13 patent will continue unless enjoined by this Court.

14 246. Upon information and belief, Superclick has derived, received, and  
15 will continue to derive and receive gains, profits and advantages from the  
16 aforesaid acts of infringement of the '892 patent in an amount that is not presently  
17 known to Nomadix. Due to the infringement of the '892 patent by Superclick,  
18 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
19 determined at trial.

20 247. Unless Superclick is enjoined from infringing the '892 patent,  
21 Nomadix will continue to suffer irreparable injury for which it has no adequate  
22 remedy at law.

23 **CLAIM 31: CLAIM FOR INFRINGEMENT OF**  
24 **U.S. PATENT NO. 7,088,727 BY SUPERCLICK**

25 248. Nomadix repeats, realleges and incorporates by reference the  
26 allegations set forth in paragraphs 1–23 of this Complaint.

27 249. This is a claim for patent infringement arising under the patent laws  
28 of the United States, Title 35 of the United States Code.

1           250. Without authority, Superclick, through its agents, employees and  
2 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
3 the United States, and/or imported into the United States products covered by one  
4 or more claims of the '727 patent, has actively induced others to do the same  
5 and/or has contributed to others' performance of the same. Superclick has thereby  
6 infringed, actively induced others to infringe and/or contributed to others'  
7 infringement of one or more claims of the '727 patent in violation of 35 U.S.C. §  
8 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
9 ongoing. The products relating to Superclick's infringement include network  
10 gateway devices that connect computers and mobile devices to networks.

11           251. By no later than June 9, 2009, Nomadix gave Superclick written  
12 notice that it infringes the '727 patent.

13           252. Upon information and belief, Superclick's infringement of at least  
14 the '727 patent has been and continues to be deliberate and willful.

15           253. Upon information and belief, Superclick's infringement of the '727  
16 patent will continue unless enjoined by this Court.

17           254. Upon information and belief, Superclick has derived, received, and  
18 will continue to derive and receive gains, profits and advantages from the  
19 aforesaid acts of infringement of the '727 patent in an amount that is not presently  
20 known to Nomadix. Due to the infringement of the '727 patent by Superclick,  
21 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
22 determined at trial.

23           255. Unless Superclick is enjoined from infringing the '727 patent,  
24 Nomadix will continue to suffer irreparable injury for which it has no adequate  
25 remedy at law.

26                   **CLAIM 32: CLAIM FOR INFRINGEMENT OF**  
27                   **U.S. PATENT NO. 7,554,995 BY SUPERCCLICK**

28           256. Nomadix repeats, realleges and incorporates by reference the

1 allegations set forth in paragraphs 1–23 of this Complaint.

2 257. This is a claim for patent infringement arising under the patent laws  
3 of the United States, Title 35 of the United States Code.

4 258. Without authority, Superclick, through its agents, employees and  
5 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
6 the United States, and/or imported into the United States products covered by one  
7 or more claims of the '995 patent, has actively induced others to do the same  
8 and/or has contributed to others' performance of the same. Superclick has thereby  
9 infringed, actively induced others to infringe and/or contributed to others'  
10 infringement of one or more claims of the '995 patent in violation of 35 U.S.C. §  
11 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
12 ongoing. The products relating to Superclick's infringement include network  
13 gateway devices that connect computers and mobile devices to networks.

14 259. By no later than June 9, 2009, Nomadix gave Superclick written  
15 notice that it infringes the published patent application (Patent Application  
16 Publication No. 2005/0188092 A1) containing the allowed claims of the '995  
17 patent.

18 260. Upon information and belief, Superclick's infringement of at least  
19 the '995 patent has been and continues to be deliberate and willful.

20 261. Upon information and belief, Superclick's infringement of the '995  
21 patent will continue unless enjoined by this Court.

22 262. Upon information and belief, Superclick has derived, received, and  
23 will continue to derive and receive gains, profits and advantages from the  
24 aforesaid acts of infringement of the '995 patent in an amount that is not presently  
25 known to Nomadix. Due to the infringement of the '995 patent by Superclick,  
26 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
27 determined at trial.

28 263. Unless Superclick is enjoined from infringing the '995 patent,



1 Nomadix will continue to suffer irreparable injury for which it has no adequate  
2 remedy at law.

3 **CLAIM 33: CLAIM FOR INFRINGEMENT OF**  
4 **U.S. PATENT NO. 6,636,894 BY SUPERCLICK**

5 264. Nomadix repeats, realleges and incorporates by reference the  
6 allegations set forth in paragraphs 1–23 of this Complaint.

7 265. This is a claim for patent infringement arising under the patent laws  
8 of the United States, Title 35 of the United States Code.

9 266. Without authority, Superclick, through its agents, employees and  
10 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
11 the United States, and/or imported into the United States products covered by one  
12 or more claims of the '894 patent, has actively induced others to do the same  
13 and/or has contributed to others' performance of the same. Superclick has thereby  
14 infringed, actively induced others to infringe and/or contributed to others'  
15 infringement of one or more claims of the '894 patent in violation of 35 U.S.C. §  
16 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
17 ongoing. The products relating to Superclick's infringement include network  
18 gateway devices that connect computers and mobile devices to networks, and that  
19 facilitate related functions including, *inter alia*, redirection.

20 267. By no later than June 9, 2009, Nomadix gave Superclick written  
21 notice that it infringes the '894 patent.

22 268. Upon information and belief, Superclick's infringement of at least  
23 the '894 patent has been and continues to be deliberate and willful.

24 269. Upon information and belief, Superclick's infringement of the '894  
25 patent will continue unless enjoined by this Court.

26 270. Upon information and belief, Superclick has derived, received, and  
27 will continue to derive and receive gains, profits and advantages from the  
28 aforesaid acts of infringement of the '894 patent in an amount that is not presently

1 known to Nomadix. Due to the infringement of the '894 patent by Superclick,  
2 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
3 determined at trial.

4 271. Unless Superclick is enjoined from infringing the '894 patent,  
5 Nomadix will continue to suffer irreparable injury for which it has no adequate  
6 remedy at law.

7 **CLAIM 34: CLAIM FOR INFRINGEMENT OF**  
8 **U.S. PATENT NO. 7,194,554 BY SUPERCLICK**

9 272. Nomadix repeats, realleges and incorporates by reference the  
10 allegations set forth in paragraphs 1–23 of this Complaint.

11 273. This is a claim for patent infringement arising under the patent laws  
12 of the United States, Title 35 of the United States Code.

13 274. Without authority, Superclick, through its agents, employees and  
14 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
15 the United States, and/or imported into the United States products covered by one  
16 or more claims of the '554 patent, has actively induced others to do the same  
17 and/or has contributed to others' performance of the same. Superclick has thereby  
18 infringed, actively induced others to infringe and/or contributed to others'  
19 infringement of one or more claims of the '554 patent in violation of 35 U.S.C. §  
20 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
21 ongoing. The products relating to Superclick's infringement include network  
22 gateway devices that connect computers and mobile devices to networks, and that  
23 facilitate related functions including, *inter alia*, authentication.

24 275. Upon information and belief, Superclick's infringement of the '554  
25 patent will continue unless enjoined by this Court.

26 276. Upon information and belief, Superclick has derived, received, and  
27 will continue to derive and receive gains, profits and advantages from the  
28 aforesaid acts of infringement of the '554 patent in an amount that is not presently

1 known to Nomadix. Due to the infringement of the '554 patent by Superclick,  
2 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
3 determined at trial.

4 277. Unless Superclick is enjoined from infringing the '554 patent,  
5 Nomadix will continue to suffer irreparable injury for which it has no adequate  
6 remedy at law.

7 **CLAIM 35: CLAIM FOR INFRINGEMENT OF**  
8 **U.S. PATENT NO. 6,868,399 BY SUPERCLICK**

9 278. Nomadix repeats, realleges and incorporates by reference the  
10 allegations set forth in paragraphs 1–23 of this Complaint.

11 279. This is a claim for patent infringement arising under the patent laws  
12 of the United States, Title 35 of the United States Code.

13 280. Without authority, Superclick, through its agents, employees and  
14 servants, has manufactured, used, promoted, offered for sale, and/or sold within  
15 the United States, and/or imported into the United States products covered by one  
16 or more claims of the '399 patent, has actively induced others to do the same  
17 and/or has contributed to others' performance of the same. Superclick has thereby  
18 infringed, actively induced others to infringe and/or contributed to others'  
19 infringement of one or more claims of the '399 patent in violation of 35 U.S.C. §  
20 271, including 35 U.S.C. §§ 271(a), (b) and/or (c). This infringement is currently  
21 ongoing. The products relating to Superclick's infringement include network  
22 gateway devices that connect computers and mobile devices to networks, and that  
23 facilitate related functions including, *inter alia*, integrated billing.

24 281. By no later than June 9, 2009, Nomadix gave Superclick written  
25 notice that it infringes the '399 patent.

26 282. Upon information and belief, Superclick's infringement of at least  
27 the '399 patent has been and continues to be deliberate and willful.

28 283. Upon information and belief, Superclick's infringement of the '399

1 patent will continue unless enjoined by this Court.

2 284. Upon information and belief, Superclick has derived, received, and  
3 will continue to derive and receive gains, profits and advantages from the  
4 aforesaid acts of infringement of the '399 patent in an amount that is not presently  
5 known to Nomadix. Due to the infringement of the '399 patent by Superclick,  
6 Nomadix has been damaged and is entitled to monetary relief in an amount to be  
7 determined at trial.

8 285. Unless Superclick is enjoined from infringing the '399 patent,  
9 Nomadix will continue to suffer irreparable injury for which it has no adequate  
10 remedy at law.

11 **PRAYER FOR RELIEF**

12 Nomadix respectfully prays for:

13 **I. HP**

14 A. An order adjudging HP to have infringed each of the '892, '727,  
15 '995, '894, '554 and '399 patents;

16 B. A permanent injunction enjoining HP, as well as its officers, agents,  
17 servants, employees, and attorneys and those persons in active concert or  
18 participation with HP, from infringing the '892, '727, '995, '894, '554 and '399  
19 patents;

20 C. An accounting of all gains, profits, and advantages derived by HP's  
21 infringement of the '892, '727, '995, '894, '554 and '399 patents and an award of  
22 damages adequate to compensate Nomadix for HP's infringement of the '892,  
23 '727, '995, '894, '554 and '399 patents;

24 D. An order adjudging HP to have willfully infringed one or more of the  
25 '892, '727, '995, '894 and '399 patents and declaring this to be an exceptional  
26 case;

27 E. An order trebling damages and/or for exemplary damages because of  
28 HP's intentional and willful conduct;

1 F. An award of pre-judgment and post-judgment interest and costs of  
2 this action against HP;

3 **II. WAYPORT**

4 G. An order adjudging Wayport to have infringed each of the '892,  
5 '727, '995, '894, '554 and '399 patents;

6 H. A permanent injunction enjoining Wayport, as well as its officers,  
7 agents, servants, employees, and attorneys and those persons in active concert or  
8 participation with Wayport, from infringing the '892, '727, '995, '894, '554 and  
9 '399 patents;

10 I. An accounting of all gains, profits, and advantages derived by  
11 Wayport's infringement of the '892, '727, '995, '894, '554 and '399 patents and  
12 an award of damages adequate to compensate Nomadix for Wayport's  
13 infringement of the '892, '727, '995, '894, '554 and '399 patents;

14 J. An award of pre-judgment and post-judgment interest and costs of  
15 this action against Wayport;

16 **III. IBAHN**

17 K. An order adjudging iBAHN to have infringed each of the '892,  
18 '727, '995, '894 and '399 patents;

19 L. A permanent injunction enjoining iBAHN, as well as its officers,  
20 agents, servants, employees, and attorneys and those persons in active concert or  
21 participation with iBAHN, from infringing the '892, '727, '995, '894 and '399  
22 patents;

23 M. An accounting of all gains, profits, and advantages derived by  
24 iBAHN's infringement of the '892, '727, '995, '894 and '399 patents and an  
25 award of damages adequate to compensate Nomadix for iBAHN's infringement of  
26 the '892, '727, '995, '894 and '399 patents;

27 N. An order adjudging iBAHN to have willfully infringed one or more  
28 of the '892, '727, '995, '894 and '399 patents and declaring this to be an

1 exceptional case;

2 O. An order trebling damages and/or for exemplary damages because of  
3 iBAHN's intentional and willful conduct;

4 P. An award of pre-judgment and post-judgment interest and costs of  
5 this action against iBAHN;

6 **IV. GUEST-TEK**

7 Q. An order adjudging Guest-Tek to have infringed each of the '892,  
8 '727, '995, '894, '399 and '110 patents;

9 R. A permanent injunction enjoining Guest-Tek, as well as its officers,  
10 agents, servants, employees, and attorneys and those persons in active concert or  
11 participation with Guest-Tek, from infringing the '892, '727, '995, '894, '399 and  
12 '110 patents;

13 S. An accounting of all gains, profits, and advantages derived by Guest-  
14 Tek's infringement of the '892, '727, '995, '894, '399 and '110 patents and an  
15 award of damages adequate to compensate Nomadix for Guest-Tek's infringement  
16 of the '892, '727, '995, '894, '399 and '110 patents;

17 T. An order adjudging Guest-Tek to have willfully infringed one or  
18 more of the '892, '727, '995, '894 and '399 patents and declaring this to be an  
19 exceptional case;

20 U. An order trebling damages and/or for exemplary damages because of  
21 Guest-Tek's intentional and willful conduct;

22 V. An award of pre-judgment and post-judgment interest and costs of  
23 this action against Guest-Tek;

24 **V. LODGENET**

25 W. An order adjudging LodgeNet to have infringed each of the '892,  
26 '727, '995, '894 and '399 patents;

27 X. A permanent injunction enjoining LodgeNet, as well as its officers,  
28 agents, servants, employees, and attorneys and those persons in active concert or

1 participation with LodgeNet, from infringing the '892, '727, '995, '894 and '399  
2 patents;

3 Y. An accounting of all gains, profits, and advantages derived by  
4 LodgeNet's infringement of the '892, '727, '995, '894 and '399 patents and an  
5 award of damages adequate to compensate Nomadix for LodgeNet's infringement  
6 of the '892, '727, '995, '894 and '399 patents;

7 Z. An award of pre-judgment and post-judgment interest and costs of  
8 this action against LodgeNet;

9 **VI. ARUBA**

10 AA. An order adjudging Aruba to have infringed the '894 patent;

11 BB. A permanent injunction enjoining Aruba, as well as its officers,  
12 agents, servants, employees, and attorneys and those persons in active concert or  
13 participation with Aruba, from infringing the '894 patent;

14 CC. An accounting of all gains, profits, and advantages derived by  
15 Aruba's infringement of the '894 patent and an award of damages adequate to  
16 compensate Nomadix for Aruba's infringement of the '894 patent;

17 DD. An award of pre-judgment and post-judgment interest and costs of  
18 this action against Aruba;

19 **VII. SUPERCLICK**

20 EE. An order adjudging Superclick to have infringed each of the '892,  
21 '727, '995, '894, '554 and '399 patents;

22 FF. A permanent injunction enjoining Superclick, as well as its officers,  
23 agents, servants, employees, and attorneys and those persons in active concert or  
24 participation with Superclick, from infringing the '892, '727, '995, '894, '554 and  
25 '399 patents;

26 GG. An accounting of all gains, profits, and advantages derived by  
27 Superclick's infringement of the '892, '727, '995, '894, '554 and '399 patents and  
28 an award of damages adequate to compensate Nomadix for Superclick's



1 infringement of the '892, '727, '995, '894, '554 and '399 patents;

2 HH. An order adjudging Superclick to have willfully infringed one or  
3 more of the '892, '727, '995, '894 and '399 patents and declaring this to be an  
4 exceptional case;

5 II. An order trebling damages and/or for exemplary damages because of  
6 Superclick's intentional and willful conduct;

7 JJ. An award of pre-judgment and post-judgment interest and costs of  
8 this action against Superclick;

9 **VIII. GENERAL**

10 KK. An award to Nomadix of its attorneys' fees incurred in connection  
11 with this action; and

12 LL. Such other and further relief as the Court deems just and proper.

13 Respectfully submitted,

14 KNOBBE, MARTENS, OLSON & BEAR, LLP

15  
16 Dated: 11/17/09 By: 

17 John B. Sganga, Jr.  
18 Douglas G. Muehlhauser  
19 Perry D. Oldham  
20 Mark Lezama  
21 Alan G. Laquer  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff  
Nomadix, Inc. hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 11/17/09

By: 

John B. Sganga, Jr.  
Douglas G. Muehlhauser  
Perry D. Oldham  
Mark Lezama  
Alan G. Laquer

8126460

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Christina A. Snyder and the assigned discovery Magistrate Judge is John E. McDermott.

The case number on all documents filed with the Court should read as follows:

**CV09- 8441 CAS (JEMx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

## Name &amp; Address:

Douglas G. Muehlhauser (SBN 179,495)  
 KNOBBE, MARTENS, OLSON & BEAR, LLP  
 2040 Main St., 14th Floor  
 Irvine, CA 92614  
 Telephone: (949) 760-0404

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

NOMADIX, INC., a Delaware corporation,

PLAINTIFF(S)

v.

HEWLETT-PACKARD COMPANY, a Delaware  
 corporation; (SEE ATTACHMENT A);

DEFENDANT(S).

CASE NUMBER

CV09-8441 CAS (JEMx)

## SUMMONS

TO: DEFENDANT(S): \_\_\_\_\_

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ \_\_\_\_\_ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Douglas Muehlhauser, whose address is Knobbe, Martens, Olson & Bear, LLP, 2040 Main St., 14th Floor, Irvine, CA 92614. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: NOV 17 2009

Clerk, U.S. District Court

NATALIE LONGORIA

By: \_\_\_\_\_

Deputy Clerk

(Seal of the Court)



1198

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**ATTACHMENT A TO SUMMONS**

**Additional Defendants:**

WAYPORT, INC.,  
a Delaware corporation,

IBAHN CORPORATION,  
a Delaware corporation,

GUEST-TEK INTERACTIVE ENTERTAINMENT LTD.,  
a Canadian corporation,

GUEST-TEK INTERACTIVE ENTERTAINMENT INC.,  
a California corporation,

LODGENET INTERACTIVE CORPORATION,  
a Delaware corporation,

LODGENET STAYONLINE, INC.,  
a Delaware corporation,

ON COMMAND CORPORATION,  
a Delaware corporation,

ARUBA NETWORKS, INC.,  
a Delaware corporation,

SUPERCLICK, INC.,  
a Washington corporation,

SUPERCLICK NETWORKS, INC.,  
a Canadian corporation.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) NOMADIX, INC.	<b>DEFENDANTS</b> Hewlett-Packard Company; Wayport, Inc.; iBAHN Corporation; Guest-Tek Interactive Entertainment Ltd.; Guest-Tek Interactive Entertainment Inc.; LodgeNet Interactive Corporation; LodgeNet StayOnline, Inc.; On Command Corporation; Aruba Networks, Inc.; Superclick, Inc.; Superclick Networks, Inc.
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Douglas G. Muehlhauser KNOBBE, MARTENS, OLSON & BEAR, LLP 2040 Main St., 14th Floor, Irvine, CA 92614 (949) 760-0404	Attorneys (If Known)

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Citizen of This State</th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> <th style="text-align: left;">Incorporated or Principal Place of Business in this State</th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> </tr> <tr> <td></td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td></td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF		<input type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF																				
	<input type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

**IV. ORIGIN** (Place an X in one box only.)

☒ 1 Original Proceeding    
 ☐ 2 Removed from State Court    
 ☐ 3 Remanded from Appellate Court    
 ☐ 4 Reinstated or Reopened    
 ☐ 5 Transferred from another district (specify):    
 ☐ 6 Multi-District Litigation    
 ☐ 7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT:** JURY DEMAND: ☒ Yes   ☐ No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION** under F.R.C.P. 23: ☐ Yes   ☒ No    
 **MONEY DEMANDED IN COMPLAINT:** \$ according to proof

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

35 U.S.C. Sections 100 et seq. - Patent Infringement

**VII. NATURE OF SUIT** (Place an X in one box only.)

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER RELATIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FOREIGNER PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV09-8441

**AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.**

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes  
 If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes  
 If yes, list case number(s): CV07-1946 DDP (VBKx)

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)
- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☒ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☒ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Ventura County	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Guest-Tek Inc. - Orange County	Hewlett-Packard - Santa Clara County; Wayport - TX; iBAHN - UT; Guest-Tek Ltd. - Canada; LodgeNet Interactive, LodgeNet Stayonline & On Command - SD; Aruba - Santa Clara County; Superclick and Superclick Networks - Canada

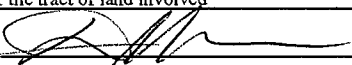
- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
All counties	All states

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note: In land condemnation cases, use the location of the tract of land involved**

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date November 17, 2009

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))